

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

PROGRESSIVE ADVANCED
INSURANCE COMPANY
A/S/O LEONARD A. GREBECK I

vs.

UNITED STATES OF AMERICA
(Department of Veterans Affairs)

No. 2:25-CV-00977

CIVIL ACTION - COMPLAINT

NOW COMES the Plaintiff, Progressive Advanced Insurance Company, as subrogee of Leonard A. Grebeck I, by and through its attorneys, Weltman, Weinberg & Reis Co., L.P.a., and complaining of the Defendant, the UNITED STATES OF AMERICA (hereinafter "USA"), states as follows:

JURISDICTION AND VENUE

Jurisdiction is founded upon 28 U.S.C. § 1346, as the United States Government is a defendant in this matter.

Venue is proper in this Court pursuant to U.S.C. § 1391 in that a substantial part of the events, acts, or omissions giving rise to this claim occurred within the Western District of Pennsylvania.

1. Plaintiff is a business organization with a place of business located at 5920 Landerbrook Drive, Mayfield Heights, Ohio 44124.
2. Defendant, United States of America, by and through the United States Department of Veterans Affairs, is located at 810 Vermont Avenue N.W., Washington, DC 20420.

3. Plaintiff brings this action pursuant to 28 U.S.C. § 2401(b) and 39 C.F.R. 912.9(a) as a result of Defendant's failure to respond to Plaintiff's Claim under the Federal Tort Claims Act, made on or about February 29th, 2024. See claim notice & form attached hereto as Exhibit A.

4. Plaintiff issued a policy of motor vehicle insurance whereby Plaintiff agreed to insure the motor vehicle involved in this incident ("Insured Vehicle"), owned by Plaintiff's insured.

5. On or about November 8th, 2023, the motor vehicle owned by Defendant and operated by Defendant's agent, servant, employee, and/or workman did negligently, recklessly, and/or carelessly collide with the Plaintiff's Insured Vehicle at or near Interstate 376 near 22 E Murrys ville Exit Ramp, Pennsylvania.

6. The negligence and/or carelessness of the Defendant by and through its agent, servant, workman, and/or employee, consisted of the following:

- a. Failing to have his motor vehicle under such control as the situation warranted;
- b. Operating his motor vehicle in complete disregard of the point and position of Plaintiff's insured vehicle;
- c. Operating his motor vehicle in complete disregard of the point and position of the insured vehicle;
- d. Proceeding beyond a posted stop-sign without proper clearance into an intersection occupied by co-defendant.
- e. Failing to keep a proper lookout;
- f. Traveling too fast for conditions;

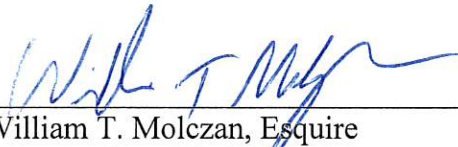
g. Failing to abide by the Rules of the Road and the Motor Vehicle Code of Pennsylvania;

7. As a direct and proximate result of Defendant's negligence, the Plaintiff's insured vehicle sustained property damage and/or incurred rental charges totaling \$37,570.97. See documentation evidencing damages attached hereto as Exhibit B.

8. Pursuant to the insurance policy issued by Plaintiff to their insured, and as a result of the aforesaid payment, Plaintiff became subrogated to the claim of its insured against Defendant.

Wherefore, Plaintiff demands judgment against defendant in the amount of \$37,570.97 plus interest and costs.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



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